

Dear Pennsylvania Consumer:

The Office of Attorney General's Bureau of Consumer Protection works to ensure fairness for consumers by aggressive investigation and prosecution of unethical business practices.



I am pleased to offer you this brochure about your rights as an owner of a manufactured home. It contains basic information you should know and questions you should ask if you are planning to purchase a manufactured home. I realize that the purchase of a manufactured home is an important and long term investment, which is why I hope you take the time to review this brochure to familiarize yourself with the Mobile Home Park Rights Act which is enforced by the Bureau of Consumer Protection in my office.

If after reading this brochure you still have any questions about these or other rights of a manufactured home community resident, please contact your local Bureau of Consumer Protection office.

Yours truly,

A handwritten signature in black ink that reads "Mike Fisher".

Mike Fisher
Attorney General

The purchase of a manufactured home is an important and long term investment. If you are planning to purchase a manufactured home, you should follow these tips:

- ◆ As always, you should comparison shop -- not only for the best price, but for the most reputable, reliable, honest dealer. This will be the person with whom you will have to deal with if you have a complaint or need service.
- ◆ Carefully read the warranty you receive with the manufactured home and make certain that you understand it. Be certain you know who is responsible for which defects and have other service problems taken care of by a competent, reliable, easily accessible local person -- preferably someone from the service department of the dealer from whom you bought the manufactured home.
- ◆ Never buy a manufactured home without first finding a place to put it. In choosing a site, it is again wise to comparison shop -- check several communities in the area you wish to live in. It is a good idea to investigate them during both the day and night. Find out if there is any danger of flooding or high winds.
- ◆ Check the reliability of all site owners from whom you are considering renting. Do this by asking several of the people who already live at the site about their experience as tenants there.
- ◆ Be certain to find out about all fees, including garbage disposal fees, utility fees, set-up fees, and any others. You may also wish to find out about the history of rent increases at the community.

- ◆ Get a lease that covers as long a period as possible. This will offer some protection from a landlord who might attempt to impose arbitrary rent increases or might attempt to evict you with little notice. Make sure you read the community's rules *before* you sign a lease or move your home to the site.
- ◆ If you are purchasing a used manufactured home you should be especially cautious. If the home you want to buy is already in a park, be aware that the park owner has the right to approve or disapprove you as a purchaser and a new resident of the park. So, do not sign any binding contracts until you are approved as a resident.
- ◆ The park owner has the right to establish reasonable rules related to the health, safety, or upkeep of the park. Make sure that any used manufactured home you intend to buy conforms to such rules. Otherwise, you may encounter unforeseen expenses and aggravation.

Rights of Manufactured Home Owners Living in Parks - Mobile Home Park Rights Act and Other Pennsylvania Laws

If you are a manufactured home owner living in a park, the Mobile Home Park Rights Act offers you important protections. This law protects you from arbitrary eviction, unreasonable fees and sudden increases in rent. You should be aware of the major provisions of this law which are described below.

◆ Entering the park

The park owner has the right to approve you as a resident, but such approval cannot be withheld outside the limits of the law.

The park owner may require a security deposit. Under the law, during the first year of a lease the security deposit cannot be more than an amount equal to two month's rent. At the beginning of the second year, the amount cannot be more than one month's rent. This money is supposed to cover non-payment of rent or any damage the tenant does to the site--damage that goes beyond the normal wear and tear caused by daily living. To protect your security deposit:

Before you move onto a site, inspect it thoroughly and list any and all damages. If possible, request that the park owner inspect it with you. Prepare this list in duplicate and date it. Then, request your park owner to sign both copies. Give the park owner a copy and keep one for your records.

No entrance or exit fees may be charged. These are fees charged merely for the privilege of taking up residence in the park or for the right to leave the park. However, the park owner may charge installation and removal fees, but these cannot be in excess of the actual cost to the park owner to perform these services.

All fees, rent and service charges have to be disclosed before the park owner accepts any payment. If the landlord fails to disclose these fees in writing prior to the tenant signing a lease, then they cannot be collected.

The owner must include all rules of the park in any written lease. If you are not given a written lease, the park owner must provide you with a written copy of all rules and regulations before accepting any deposit, fee or rent.

The park owner may require the installation of certain equipment, such as underskirting or tiedown equipment and may designate the type of material or manner of installation of equipment such as awnings, porches or fences to ensure the safety and good appearance of the park. However, the park owner may not require you to purchase these or any other items from a certain dealer.

◆ Living in the Park

The park owner may make rules reasonably related to the health and safety of the residents or to the upkeep of the park. In addition to providing you with a copy before you enter the park, the park owner must post these rules within the park in a place where they can easily be seen.

The park owner must also provide you with and post an "Important Notice Required by Law" which sets forth your rights under The Mobile Home Park Rights Act.

All park rules must be enforced uniformly. The park owner may not increase the rent, fees, assessments or other service charges until 30 days after the notice of the increase has been posted and mailed to each resident.

Rental charges may not be increased at all during the term of your lease.

The park owner may not restrict you from making any interior improvements to your home as long as the improvements are in compliance with building codes and other provisions of law.

The park owner may not restrict you from installing or maintaining any electric or gas appliance. In addition, the park owner may not charge any fee for installation unless the fee reflects the actual cost to the park owner of the installation and use.

Further, according to law, you are entitled to purchase goods or services from the seller of your choice, and the park owner cannot designate a supplier. For instance, he cannot dictate what milkman or oil dealer a tenant must use.

The park owner may not charge a fee for overnight visitors or guests. However, if such visitors remain overnight very frequently, then the park owner may raise the rent to the level charged to other residents with a similar number of members normally living in the household, as long as such charges do not violate the Federal Fair Housing Act.

◆ Leaving the Park

The park owner may not make or enforce any rule, regulation or condition which attempts to prevent the sale of your manufactured home. However, the park owner may reserve the right to approve the purchaser of your mobile home as a resident of the park, as long as this approval is not

withheld outside the limits of the law.

The park owner may not require the purchaser of your manufactured home to remove the home from the park, unless the home is considered a danger to the health, safety or upkeep of the park according to uniformly enforced rules within the park and the eviction is conducted in accordance with the Mobile Home Park Rights Act.

You may not be charged a fee or commission when you sell your manufactured home unless such a fee is charged by a mobile home sales agent who sold your home pursuant to a separate written agreement.

If you paid the park owner an installation fee and you are evicted within one year of the installation for reasons other than nonpayment of rent or breach of the lease, you are entitled to a refund of money you paid to the owner for installation. If the owner does not refund this money to you, you may recover triple the amount plus court costs and attorney's fees.

The park owner may not charge an exit fee.

The park owner may only charge a removal fee in the amount of the actual cost to the park owner for providing the service.

Pennsylvania law also protects your security deposit by requiring that a landlord provide within 30 days after a tenant leaves:

1. A written list of any damages for which the landlord claims that the tenant is liable.
2. A refund of the security deposit less the cost of the repairs on the written list.

If the landlord fails to provide the list and the refund within 30 days, the tenant cannot be sued for any damages the landlord claims are owed him. Moreover, the tenant can sue the landlord and recover double the difference between the amount of the security deposit and the damages to the site or pad which the landlord can prove. However, when you leave you must give your landlord, in writing, your new address. If you don't do this, you forfeit the rights this law offers you.

◆ Eviction

If you own a manufactured home and rent space in a manufactured home park, you cannot be evicted unless:

1. you have failed to pay your rent;
2. you violate the rules of the manufactured home park two or more times within a six-month period;
3. all or part of the park land is to be used for another purpose; or,
4. the manufactured home park closes.

In case of eviction, particular procedures must be followed. You must be given written notice of your rule violation or non-payment of rent by certified or registered mail. This notice must also inform you of the time limit you have to make up the rent payment or to conform to park rules. If the notice relates to failure to pay the rent, the notice must inform you that you can avoid eviction by paying the overdue rent within the time period allowed by law. (Twenty days after the notice during the months of April through August, 30 days during the months of September through March.)

You may not be evicted for violating a rule if there is proof that rule is not enforced against other persons in the park.

The park owner may not evict you or change your lease within six months after you have exercised your rights under The Mobile Home Park Rights Act.

Your rights under The Mobile Home Park Rights Act cannot be waived by verbal or written agreement.

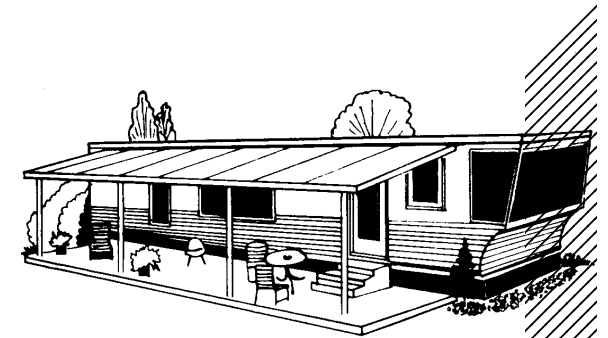
◆ Enforcement

The Mobile Home Park Rights Act is enforced by the Attorney General's Bureau of Consumer Protection.

In addition, you may enforce your own rights by bringing private legal action in an appropriate court. You may recover damages and, in some cases, attorney's fees.

**CONSUMER
PROTECTION HOTLINE
1-800-441-2555**

Manufactured Home Consumer's Guide



Office of
Attorney General

Mike Fisher
Attorney General